# Case: 20-10424-BAH Doc #: 68-1 Filed: 10/29/20 Desc: Exhibit A - Listing Agreement EXCLUSIVE LISTING A PROPERTY / DESIGNATED AGENCY New Hampshire Association of REALTORS® Standard Form This is to be construed as an unequivocal Exclusive Right To Sell/Lease between the Seller and the undersigned Firm.





in (	c undersigned seller (including owner, heirs, personal representatives, admi			earson,
111 (	SELLER"), hereby gives the undersigned Keller Williams Metropolita	n	("FIRM"), on this date,_	8/24/20
	consideration of FIRM'S agreement to list and promote the sale lease on	exchange of property lo	cated at	/ /
of		1800 to		owned by SELLER consisting
rea	al or personal, subsequently added thereto, recorded in the Merting	THE RESERVE THE PARTY OF THE PA	nty Registry of Deeds in B	and including any other property,
040	("PROPERTY"), the exclusive right to sell, lease or exchange	said PROPERTY at a	price of \$ 226	1 DOD I an the
terr	rms herein stated, or at any other price and terms to which SELLER may	uthorize or consent T	during the term of this A	Amount of individual and it
pro	ocured who is ready, willing and able to purchase at said price, or upon and	ther price and terms to	which SELLER may agree	cc, then SELLER agrees to pay
FIL	IRM a commission of MA	of the lease amount o	NA	
. тні	IIS AGREEMENT SHALL BE IN EFFECT from 9/17/20	through 3/	17/7/	
pur	urchase of the PROPERTY, the expiration date of this Agreement shall	automatically be exten	Upon full e	xecution of a contract for sale and
Agi	greement and shall remain that date even if the contract is canceled. It is the	nderstood that unless of	herwise indicated below	FIRM will enter this listing into the
INOI	ornem New England Real Estate Network Multiple Listing Service or a	ny other appropriate m	ultiple listing service (co	llectively "MI C") within 49 hours
WIII	nich information shall be distributed electronically and by other means. The	commission as provid	ed above shall also be due	if the PROPERTY is contracted to
oe s	sold of has been sold, leased, conveyed, exchanged or otherwise transferre	d within months	after the expiration or rea	reiesian afthis Agramment to any
WIII	hom FIRM has procured, unless the PROPERTY has been listed with an	other licensed broker of	n an exclusive basis "Pro	ocurement" shall include but not be
full	nited to, providing information about the PROPERTY, showing the PRO	OPERTY, or presenting	offers on the PROPER	TY. Should an escrow deposit on a
as a	lly executed Purchase and Sales Agreement be forfeited, one half shall belo a fee for professional services, or NA	TRP	ELLER and one half sha	Il belong to the above named FIRM
	100	IKP		
DES	SIGNATED AGENCY. This FIRM practices designated agency. The	is means that SELLE	R will be appointed a se	pecific agent(s) who will someone
OLL	ELLER in this transaction and who will owe SELLER the fiduciary dut	ies of lovalty, obedien	e disclosure confidentia	lity reasonable care dilicense and
acco	counting. Only the SELLER'S designated agent(s) will represent SELI	ER. All other agents	in FIRM will not repres	sent SELLER and may represent a
pote	ichial buyer. By signing this agreement, SELLE	R consents to	designated agency	and the appointment of
Ste	even Wolosky		as SELLER'S	S designated agent(s).
DISC	SCLOSED DUAL AGENCY. SELLER acknowledges that real estate a	goents may represent l	oth the buyer and calle-	i i i i i i i i-
kno	owledge and written consent of both the buyer and seller. If the agent obta	ins written consent to r	enterent both SELLED or	in a transaction but only with the
age	ent's ability to represent either party fully and exclusively. Information obtained	tained within the confid	entiality and trust of the f	iduciery relationship with one porty
mus	ast NOT be disclosed to the other party without prior written consent of the	party to whom the info	mation pertains.	reacting relationship with one party
	If SELLER would like the property shown to buyers who are also represe	ented by the SELLER'	S designated agent(s), the	potential for dual agency exists.
	SELLER hereby consents to dual agency showings. SELLER wi			
	DELECT ICION CONSENS TO dual agency showings. SELLER W	III de asked to sign a s	eparate Dual Agency Info	ormed Consent Agreement prior to
	considering an offer to purchase the property.			DATE OF THE STATE
	considering an offer to purchase the property.			
	seller Resear RPanas		FR	
	considering an offer to purchase the property.	SELI	ER	
	considering an offer to purchase the property.		ER	
	SELLER SELLER does not consent to dual agency showings.	SELI		
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	SELLER SELLER does not consent to dual agency showings.  SELLER	SELI	ER	
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SPECIAL CONDITIONS – SELLER agrees:

1/Xes	No	A For Sale sign may be placed on the property.
17 Xes	No	Property will be advertised and marketed at FTRM'S discretion.
/ Yes	No	A key to the building will be on file with FIRM.
Yes	No	Lock box may be placed on the property.
Yes	No	FIRM must be present for all showings.
7 Yes	No	Exterior pictures of the property may be taken.
/Xes.	No	Interior pictures of the property may be taken.
17 yes	No	Video/virtual tour photography is allowed at FIRM'S discretion.
Yes	No	FIRM may disclose existence of other offers.
/ yes	No	
17 yes	No	Property address may be displayed on public websites.
Yes	No	
		If "Yes" is checked above:
		Yes No Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that
		maybe accessed by lagents other than SELLER'S broker and members of the public.
		Yes No Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by:
		agents other than SELLER'S broker and members of the public.
✓ Yes	Ne	To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.
Yes	No	To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.
ADDITIO	ONAL I	PROVISIONS Commission is reduced to 4% if seller's agent also represents the buyer
This a	green tion	nent can be declared null and void at any time prior to a filly executed P&S at the seller's sole
This agdiscre	green	
This agdiscre	green	nent can be declared null and void at any time prior to a filly executed P&S at the seller's sole  s offered pursuant to fair housing regulations, without respect to age, race, color, religion, sex sical disability, familial status, sexual orientation, marital status or national origin. (I) (WE EVLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.
This agdiscre	green	nent can be declared null and void at any time prior to a filly executed P&S at the seller's sole  s offered pursuant to fair housing regulations, without respect to age, race, color, religion, sex sical disability, familial status, sexual orientation, marital status or national origin. (I) (WE EVLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.
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This apdiscre	green	nent can be declared null and void at any time prior to a filly executed P&S at the seller's sole  S OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX SICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, MARITAL STATUS OR NATIONAL ORIGIN. (I) (WE WILL BE SELLER DATE  DATE SELLER DATE  STATE ZIP ADDRESS CITY STATE ZIP
This apdiscre	green	nent can be declared null and void at any time prior to a filly executed P&S at the seller's sole  s offered pursuant to fair housing regulations, without respect to age, race, color, religion, sex sical disability, familial status, sexual orientation, marital status or national origin. (I) (WE WILLIAM STATUS OF THIS AGREEMENT.  DATE  SELLER  DATE  LIP  ADDRESS  CITY  STATE  ZIP  ADDRESS  ASSOCIAL  DATE
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## Case: 20-10424-BAH Doc #: 68-1 Filed: 10/29/20 Desc: Exhibit A - Listing Agreement Page 3 of 7 PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form





### TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

AP	PRO	E TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS PRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DESCRIPTION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.
***********		
Special Special		DERTY LOCATION: 848 Rollins Rd Hopkinton, NH
2.	PRI	NDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?
3.	CO	
		Yes No LER: has has not occupied the property for 14 years.
4.		LER: has has has not occupied the property for \ \ \text{Years.}
5.	Dlor	ISE answer all questions regardless of type of water supply.
		TYPE OF SYSTEM: Public Private Seasonal Unknown
	a.	IN TO THE TO DO TO Other
	h	INSTALLATION: Location: Front of house - red sucket ups lac down on top of Installed By: St. Ongo- New well purp so Date of Installation: 1996 well her
	25.	Installed By: St. Once - New well supposition jage of Installation: 1996 well her
		What is the source of your information? County documents
	c.	USE: Number of persons currently using the system:
		Does system supply water for more than one household?   Yes  No
	ď.	MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
		Pump: Ves No N/A Quantity: Yes No
		Quality: Yes No Unknown
		If YES to any question, please explain in Comments below or with attachment.
	e.	WATER TEST: Have you had the water tested? Yes No Date of most recent test
		IF YES to any question, please explain in Comments below or with attachment.
		Are you aware of any test results reported as unsatisfactory or satisfactory with notations?   Yes No
		IF YES, are test results available?    Yes    No    What steps were taken to remedy the problem?
		COMMENTS:
6.	SE	WAGE DISPOSAL SYSTEM
().	-	TYPE OF SYSTEM: Public:  Yes No Community/Shared: Yes No
	***	Private: Yes D No D Unknown
	b.	IF PUBLIC OR COMMUNITY/SHARED
		Have you experienced any problems such as line or other malfunctions?
		What steps were taken to remedy the problem?
	c.	IF PRIVATE:
		TANK: Septic Tank Holding Tank Cesspool Unknown Unknown Other
		Tank Size Soo Gal. Unknown Other
		Tank Type Concrete Metal Unknown Other
		Location: East of house Location Unknown Date of Installation:
		Date of Last Servicing: 2016 - Clean Name of Company Servicing Tank: Henrikes Suptis
		Have you experienced any malfunctions?  Yes No
		Comments:  LEACH FIELD: Yes No Other
	a.	
		If YES, Location: East of house Size Unknown  Date of installation of leach field: /996 Installed By: 57. Dage
		Have you experienced any malfunctions?  Yes No
		Comments
	p	IS SYSTEM LOCATED IN A SHORELAND ZONE? Yes No Unknown
	**	If YES, has a site assessment been done?
		Source of Information:
		Comments:

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PR	
IN	ULATION LOCATION Yes No Unknown If YES, Type Amount Unknown Attic or Cap Crawl Space Exterior Walls Floors
<u>H.</u>	ARDOUS MATERIAL  INDERGROUND STORAGE TANKS - Current or previously existing:  Index you aware of any past or present underground storage tanks on your property?  Yes No Unknown of YES: Are tanks currently in use?  Yes No
	f tanks are no longer in use, have the tanks been removed?
	As insulation on the heating system pipes or ducts?
	By:  If YES: Date:  Results:  If applicable, what remedial steps were taken?  Has the property been tested since remedial steps?  Yes No
	Are test results available? Yes No Comments:
d	RADON/WATER - Current or previously existing:  Has the property been tested?  Yes No Unknown  If YES: Date:  By:  Results:  If applicable, what remedial steps were taken?  Has the property been tested since remedial steps?  Yes No U
e	Are test results available?  Yes No Comments:  LEAD-BASED PAINT - Current or previously existing:  Are your quarte of lead-based paint on this property?  Yes No
	If YES: Source of information:  Are you aware of any cracking, peeling, or flaking lead-based paint?  Yes No
4	Comments:  Are you aware of any other hazardous materials?  Yes No  If YES: Source of information:
	Comments:
	LER(S) INITIALS BUYER(S) INITIALS/

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	PR	OPERTY LOCATION: 848 Rollins Rd Hopkinton WH 03229
0		1
9.	CIL	NERAL INFORMATION  Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or
	à.	Is this property subject to tiens, encroachments, easements, rights-of-way, leases, restrictive coverients, and
		right of first refusal?
		Yes No Unknown If YES, Explain:
		What is your source of information?
	D.	is this property subject to special assessments, betterment tees, association rees, or any other analysis
		Yes ZNo Unknown If YES, Explain:
		What is your source of information?  Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?
		TO ME LONG TO THE PARTY OF THE
		Are you aware of any problems with other buildings on the property? Yes \( \text{No If YES, Explain:} \)
	d.	Are you receiving a tax exemption for this property for any reasons?  Yes  No  Unknown needed en be
	e.	
		If YES, Explain:  Is any part of this property in Current Use?   Yes   No   Unknown If YES, Explain:  Unknown If YES, Explain:
	i.	Is any part of this property in Current Use? Yes I No I Unknown  Is this property located in a Federally Designated Flood Zone? Yes I No I Unknown
	g.	Is this property located in a Federally Designated Flood Zone? Yes No Unknown
		Has the property been surveyed? Yes No Unknown If YES, By
		If YES, is survey available? Yes No Unknown
	i.	How is the property zoned? R4 Heating System Age: 2012 Type: oil fed box S.F.
		Owner of Tank: Owner of home Annual Fuel Consumption: Varies Price: Market Gallons:
		Annual Fuel Consumption: Varies Files. Market California.
	7.	Comments: Roof Age: Sype of Roof Covering: Whenever whenever we have the supplier of Roof Covering:
	25.	Moisture or leakage:
		Moisture or icakage:
	3	Foundation/Basement: Full Partial Other: Type:
		Moisture or leakage: some dangeness + water in the spine
		Comments: when there are heavy round Prains quickly
	m.	Chinney(s) How Many? 3 Lined? 2 General Last Cleaned: 2018. Problems?
	n.	Plumbing Type: Capper + older (unknown) Age: 1996
		Comments:
	0.	Domestic Hot Water: Age: Newin 2012 Type: Gallons: 40
	p.	Electrical System Amps: QOO Z Circuit Breakers Tuscs
		Comments:
	q.	Modifications: Are you aware of any modifications or repairs made without the necessary permits?   Yes  No
		If Yes, please explain:
		Pest Infestation: Are you aware of any past or present pest infestations? Yes No Type:
		Comments:
	S.	(Per RSA 477:4-g) Yes No If YES, please explain:
	į.	Other (e.g. Alarm System, Irrigation System, etc.)
	£.	Office (e.g. Alaim System, irrigation System, etc.)
N	OTIC	CE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU
D	EEM	NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND
C	OND	ITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU
SI	IOU	LD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE
A	RTA	INED BY CONTACTING THE LOCAL POLICE DEPARTMENT.
LU	Dith	HUD BI CONTROLLED THE ECCULIANCE PERMITTING
		horacon languages language
	SEI	LER(S) INITIALS BUYER(S) INITIALS //
	A.FRIER	AND

Page 6 of 7 848 Rollins Rd 10. ADDITIONAL INFORMATION a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION? Yes No b. ADDITIONAL COMMENTS: Barn foundation needs to be re-inforced, eller will issue a \$15,000.00 credit of ne of closing, to be used as needed this and any other potential issues. ACKNOWLEDGEMENTS: SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS. SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S). SELLER DATE SELLER DATE BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURALOR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY. BUYER DATE BUYER DATE

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT

REALTOR

REALTOR

### AND/OR LEAD-BASED HAZARDS FOR HOUSING SALES

This Disclosure Form is from the National Lead Information Center under the United States Environmental Protection	
Agency. This is not a New Hampshire Association of REALTORS® form.	
Property Address: 848 Kollws 12d Hopkwitch NH	
Lead Warning Statement	
Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that s	
property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poison	000
Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intellige	
quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The selle	
any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from	
assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.	ent
or inspection for possible lead-based paint hazards is recommended prior to parchase.	
Seller's Disclosure	
(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):	
(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).	
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.	
(b) Records and reports available to the seller (check (i) or (ii) below):	
(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/	or
lead-based paint hazards in the housing (list documents below).	
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the	
TRY housing.	
Purchaser's Acknowledgement (initial)	
(c) Purchaser has received copies of all information listed above.	
(d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.	
(e) Purchaser has (check (i) or (ii) below):	
(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection	
for the presence of lead-based paint and/or lead-based paint hazards; or	
(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint	
and/or lead-based paint hazards.	
Agent's Acknowledgement (initial)	
(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her	
responsibility to ensure compliance.	
Certification of Accuracy	
The following parties have reviewed the information above and certify, to the best of their knowledge, that the	
information they have provided is true and accurate.	
F10 (08)	_
Seller Date Seller Date	
Seller Date Seller Date	$\neg$
Purchaser Date Purchaser Date	
Date ruicilasei Date	
Agent Date Agent Date	

Agent